

NO. 21028  
FILED WITH SECRETARY OF STATE  
Date Filed 09/12/96  
Gene & Lee Hull  
Secretary of State  
By Dicky Guenewald

A.G. Contract No. KR96-1603-TRN  
ECS File: JPA 96-91  
Project: P 0800 02P  
Section: Transportation Study  
Metro Flagstaff Area

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF, ARIZONA

THIS AGREEMENT is entered into 12 September, 1996  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by  
and through its DEPARTMENT OF TRANSPORTATION (the  
"State"), and THE CITY OF FLAGSTAFF, ARIZONA acting by and  
through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the City.

3. The parties to this agreement recognize that there is an  
urgent need to develop a comprehensive transportation plan for  
the Flagstaff Metropolitan Area.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

a. Establish a position and hire a transportation  
planner to assist in development of the program.

b. Conduct an inventory of all existing conditions,  
elements and facilities necessary to develop a comprehensive  
transportation planning program.

c. Develop a transportation forecasting model for the  
Flagstaff Metropolitan Area.

d. Analyze existing data and model results and develop appropriate criteria, including intermodal trade-offs, to prioritize implementation of transportation plan elements.

e. Develop a Transition Transit Plan and FTA Section 9 transit grant application.

f. Submit monthly progress reports detailing expectations, results and percentage completion for the reporting period.

g. Respond to State comments/recommendations provided concerning the above reports.

h. Invoice the State for allowable cost-incurred reimbursements, ATTN: Director, Transportation Planning Group, 206 S. 17th Avenue, Mail Drop 320B, Phoenix, AZ 85007), up to the total amount of \$160,000.00.

3. The State will:

a. Review the monthly progress reports and provide comments and/or recommendations to the City, as appropriate.

Within thirty(30) days after receipt and approval of an invoice, reimburse the City for allowable costs as incurred up to an amount not to exceed \$160,000.00.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that this agreement may be cancelled at any time by either party giving thirty(30) days written notice to the other party. Neither party hereto agrees to indemnify or hold harmless the other. However, if the common law or statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E, Mail Drop 616E  
Phoenix, AZ 85007

City of Flagstaff  
City Engineer  
211 W. Aspen Avenue  
Flagstaff, AZ 86001


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA  
Department of Transportation

By   
CHRISTOPHER J. BAVASI .  
Mayor

By   
JAY KLAGGE  
Director, Trans Planning Gp

ATTEST:

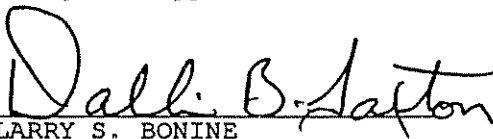
By   
LINDA BUTLER  
City Clerk

JPA 96-91

RESOLUTION

BE IT RESOLVED on this 17th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of developing a transportation plan for the Flagstaff area.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director Transportation Planning for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 2103.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF REGARDING THE DEVELOPMENT OF A COMPREHENSIVE TRANSPORTATION PLAN FOR THE FLAGSTAFF METROPOLITAN AREA.

WHEREAS, the Arizona Department of Transportation (ADOT) and the City of Flagstaff recognize that there is an urgent need to develop a comprehensive transportation plan for the Flagstaff Metropolitan Area (the "Transportation Plan"); and

WHEREAS, the Intergovernmental Agreement (the "Agreement") will facilitate the cooperation between the State of Arizona and the City of Flagstaff with respect to developing and implementing the Transportation Plan; and

WHEREAS, the Agreement reflects the statutory authority of ADOT to enter into the Agreement; and

WHEREAS, the City Attorney has determined that the City is authorized both by Arizona Revised Statute and its City Charter to enter into the Agreement with ADOT for the purposes envisioned by the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

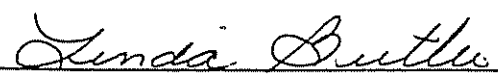
SECTION 1: That the City of Flagstaff approves the terms and provisions of the Agreement.

SECTION 2: That the Mayor is authorized and directed to execute the Agreement on behalf of the City of Flagstaff.

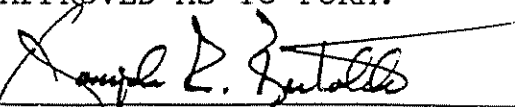
PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 19th day of August, 1996.

  
MAYOR

ATTEST:

  
CITY CLERK

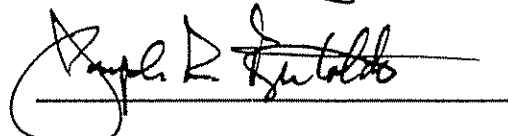
APPROVED AS TO FORM:

  
CITY ATTORNEY

APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28<sup>th</sup> day of August, 1996.

  
\_\_\_\_\_  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

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GRANT WOODS  
ATTORNEY GENERAL

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1603-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of September, 1996.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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